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COMPANY LLC, formerly DAIMLERCHRYSLER
6 CORPORATION, and DAIMLERCHRYSLER
MOTORS COMPANY LLC
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 CITY AND COUNTY OF CONTRA COSTA

10

11 SHELLEY P. ROBINSON; and ELIZAVETA M.
HUNSINGER, by and through her Conservator
12 IVAN J. HUNSINGER,

13 Plaintiffs,

14 v.

15 DAIMLERCHRYSLER AG;
DAIMLERCHRYSLER MOTORS COMPANY
16 LLC; DAIMLERCHRYSLER CORPORATION;
and DOES One through Fifty, inclusive,

17 Defendants.

18

19 Defendants DAIMLERCHRYSLER COMPANY LLC, formerly DAIMLERCHRYSLER
20 CORPORATION, and DAIMLERCHRYSLER MOTORS COMPANY LLC (hereafter
21 "Defendants"), answers plaintiffs' Complaint as follows:

22 Under the provisions of section 431.30 of the Code of Civil Procedure, defendants deny
23 each and every and all of the allegations of plaintiffs' Complaint, in each cause of action thereof,
24 and further denies that plaintiffs sustained damages alleged or at all.

25 **FIRST AFFIRMATIVE DEFENSE**

26 Plaintiffs' Complaint fails to state a cause of action against these answering defendants.

27 **SECOND AFFIRMATIVE DEFENSE**

28 Plaintiffs failed to mitigate their damages, if any.

F I L E D

K. TORRE CLERK OF THE COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

By JOHN S. Deputy Clerk

BY FAX

SEDGWICK
DETERT, MORAN & ARNOLD

THIRD AFFIRMATIVE DEFENSE

If plaintiffs were damaged, either as alleged in the Complaint or at all, such damages were directly and proximately caused by the negligence of plaintiffs and/or others, and plaintiffs' recovery, if any, should be reduced in proportion to their comparative fault.

FOURTH AFFIRMATIVE DEFENSE

If plaintiffs were damaged, either as alleged in the Complaint or at all, such damages were directly and proximately caused by the comparative fault of others, whether or not parties to this action, and plaintiffs' recovery, if any, should be reduced in proportion to the amount of the comparative fault of said parties.

FIFTH AFFIRMATIVE DEFENSE

11 If plaintiffs were damaged, as alleged in the Complaint or at all, such damages were
12 caused by the alteration and/or abnormal or improper use of the product in question.

SIXTH AFFIRMATIVE DEFENSE

14 Plaintiffs assumed the risk of the matters referred to in the Complaint, and appreciated the
15 risk, and voluntarily assumed the risk of and the damages, if any, resulting therefrom.

SEVENTH AFFIRMATIVE DEFENSE

17 The causes of action, if any, attempted to be stated and set forth in the Complaint are
18 barred in whole or in part by the equitable doctrines of waiver and estoppel.

EIGHTH AFFIRMATIVE DEFENSE

20 The causes of action, if any, attempted to be stated and set forth in the Complaint are
21 barred by the doctrine of laches.

NINTH AFFIRMATIVE DEFENSE

23 Plaintiffs are barred from any recovery because plaintiffs, or others acting with the
24 permission, consent or knowledge of plaintiffs, knowingly or intentionally altered, destroyed,
25 destructively tested, discarded, failed to preserve or protect, sold and/or spoliated the subject
26 vehicle and/or components of the vehicle which were known to plaintiffs or such others to be
27 critical evidence in the instant litigation.

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ELEVENTH AFFIRMATIVE DEFENSE

Any conduct on the part of defendants was not the proximate cause of the injuries and/or damages as set forth in the Complaint.

TWELFTH AFFIRMATIVE DEFENSE

That the direct and proximate cause of any and all of plaintiffs' alleged injuries and damages, the fact of which is presently denied by defendants, were unforeseeable actions of others, which constitute supervening, superseding, or intervening causes for which defendants are not liable.

THIRTEENTH AFFIRMATIVE DEFENSE

Defendants hereby give notice that it intends to rely on such other and further defenses as may become available or appear during the discovery proceedings in this case and hereby reserve the right to amend their answer to assert any such defense.

WHEREFORE, Defendants prays as follows:

1. That plaintiffs take nothing by way of their Complaint;
2. That defendants be awarded costs of suit;
3. That defendants be awarded reasonable attorney's fees; and
4. For such other and further relief as the Court deems just and proper.

DATED: June 20, 2007

SEDGWICK, DETERT, MORAN & ARNOLD LLP

By: J. Bonneville
Micki S. Singer
Jennifer B. Bonneville
Attorneys for Defendants
DAIMLERCHRYSLER COMPANY LLC,
formerly DAIMLERCHRYSLER
CORPORATION, and DAIMLERCHRYSLER
MOTORS COMPANY LLC

1 *Robinson, et al. v. DaimlerChrysler AG, et al.*

2 Contra Costa County Superior Court, Case No. C07-00998

3 **PROOF OF SERVICE**

4 I am a resident of the State of California, over the age of eighteen years, and not a party to
 5 the within action. My business address is Sedgwick, Detert, Moran & Arnold LLP, One Market
 6 Plaza, Steuart Tower, 8th Floor, San Francisco, California 94105. On June 20, 2007, I served the
 7 within document(s):

8 **DAIMLERCHRYSLER COMPANY LLC AND DAIMLERCHRYSLER
 9 MOTORS COMPANY LLC'S ANSWER TO PLAINTIFFS' COMPLAINT**

10 FACSIMILE - by transmitting via facsimile the document(s) listed above to the
 11 fax number(s) set forth on the attached Telecommunications Cover Page(s) on this
 12 date before 5:00 p.m.

13 MAIL - by placing the document(s) listed above in a sealed envelope with postage
 14 thereon fully prepaid, in the United States mail at San Francisco, California
 15 addressed as set forth below.

16 PERSONAL SERVICE - by personally delivering the document(s) listed above to
 17 the person(s) at the address(es) set forth below.

18 OVERNIGHT COURIER - by placing the document(s) listed above in a sealed
 19 envelope with shipping prepaid, and depositing in a collection box for next day
 20 delivery to the person(s) at the address(es) set forth below via .

21 R. Lewis Van Blois, Esq.
 22 Thomas C. Knowles, Esq.
 23 Law Office of Van Blois & Associates
 24 Airport Corporate Centre
 25 7677 Oakport Street, Suite 565
 26 Oakland, CA 94621
 27 Telephone: 510/635-1284
 28 Facsimile: 510/635-1516

Attorneys For Plaintiffs

21 I am readily familiar with the firm's practice of collection and processing correspondence
 22 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
 23 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
 24 motion of the party served, service is presumed invalid if postal cancellation date or postage
 25 meter date is more than one day after date of deposit for mailing in affidavit.

26 I declare under penalty of perjury under the laws of the State of California that the above
 27 is true and correct. Executed on June 20, 2007, at San Francisco, California.

28 
 29 Kathleen McNulty